IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
SECOND APPEAL NO.360 OF 2007

Vijay Traders ..Appellant.
Vs.
Damji Meghji & Company ..Respondent.

Mr.Ashwin Shetty i/b Mr.P.P.Kakade, advs. for the Appellant.

Mrs.Anita i/b M/s.H.V.Gala & Co., adv. for the Respondent No.1.

CORAM : J.H.BHATIA, J.
DATE : SEPTEMBER 21, 2007.

P.C.:

1. Heard the learned counsel for the Parties.

2. The respondent is a original plaintiff, who claims an amount of Rs.63,742/- towards the price of goods supplied and interest thereon. The defendant/appellant took two stands. Firstly, certain goods out of total were supplied to Poona Poultry without any orders from the defendant and secondly, that the goods were damaged and when they were returned by the defendant, the plaintiff did not adjust full price of the said goods. The trial Court decreed the suit only to the extent of Rs.15,000/- on the basis of admission of the defendant. The appeal was preferred by the plaintiff. Appeal was allowed and the suit was decreed in full. The learned appellate Court

scrutinised the evidence and came to conclusion that the defence of the defendant was not correct and an amount of Rs.39,521.30 paise was due as principal amount and as per the terms and conditions of supply printed on the bill, it was specifically mentioned that in case the payment of bill is not made within the stipulated period, it will fetch interest at the rate of 2% per month. Accordingly, the plaintiff is entitled to charge interest. After hearing the learned counsel for the appellant at some length, I find no substantial question of law involved in the matter.

2. Second Appeal stands dismissed.

[J.H.BHATIA, J.]